

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is entered into, on the last date set forth below, by and between Luis Manuel Ramirez ("Employee"), and the Massachusetts Bay Transportation Authority (the "MBTA").

WHEREAS, Employee is currently employed as General Manager and CEO of the MBTA pursuant to an employment agreement, dated August 14, 2017, as amended October 15, 2018 ("Employment Agreement");

WHEREAS, the parties acknowledge that the Employment Agreement at Section 5.a.1 provides for the separation of employment by subsequent written agreement and the parties wish to enter into this Agreement to memorialize the terms of Employee's separation of employment from the MBTA;

WHEREAS, the parties agree that this Agreement supersedes the Employment Agreement; and

WHEREAS, any capitalized terms used herein (e.g., "Contract Year") not defined in this Agreement shall have the meaning ascribed to such terms in the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, which the parties acknowledge is good and sufficient consideration, the parties agree as follows:

1. Separation Date. Effective as of December 10, 2018 (the "Separation Date"), Employee's employment with the MBTA is terminated. Employee shall be paid all accrued wages and any accrued and unused vacation pay through the Separation Date.
2. Severance Payment. The MBTA will pay to Employee, severance in an amount equivalent to three (3) months of Employee's base salary in effect as of the Separation Date (the "Severance Payment"). The Severance Payment will be paid to Employee in a lump sum with the deduction of customary payroll taxes and withholdings.
3. Notice. The parties mutually waive any additional advance separation notice provided for in the Employment Agreement.
4. Reimbursement of Expenses and Transition Period. During a transition period through December 31, 2018, Employee will make himself reasonably available and shall provide his full cooperation to facilitate the transition and transfer of his duties to any successor or to the MBTA and shall promptly deliver to the MBTA, or its designee, all files, records and other documentation and information

concerning matters critical to the performance of his position. Employee shall receive a lump sum payment of \$26,600 to cover both reimbursement of expenses incurred and salary during the transition period.

5. Bonus/Additional Payment. The parties acknowledge that the Secretary has not made an award determination regarding Employee's bonus entitlement for Contract Year 1 or Contract Year 2.. Provided that Employee signs and does not revoke this Agreement, the MBTA agrees to pay Employee the amount of \$44,600. Additionally, the MBTA agrees to either continue medical and dental coverage or pay Employee a sum equal to the cost of COBRA coverage through April 10, 2019. Employee expressly acknowledges that the resolution of this matter and the payment of these amounts in this manner is valuable consideration and is being provided by the MBTA in exchange for Employee's performance under this Agreement, including, but not limited to, the granting of the Release contained in Paragraph 6, below.
6. Release. In consideration for the payments set forth in paragraph 5 and other benefits provided herein, Employee agrees to release and discharge for himself and all of his heirs, executors, administrators and assigns: the MBTA, MassDOT, the Commonwealth of Massachusetts and its affiliates, board members, officers, directors, employees, supervisors, managers, members, agents, attorneys, and successors and assigns (the "Released Parties") from any and all existing claims for wages, compensation or benefits, demands, and causes of action, including, but not limited to, suits, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, losses and expenses, of any nature whatsoever, in law or equity, which Employee has, had or hereafter may have against the Released Parties, from the beginning of his employment with the MBTA through the termination of his employment with the MBTA. Without limiting the generality of the foregoing terms, Employee hereby irrevocably and unconditionally releases, remises and forever discharges the Released Parties of any claims that he may have arising from or related to his employment relationship with MBTA, and his separation from employment, including without limitation, claims described in subparagraphs (a) and (b) below.

(a) Claims under the following statutes: the Massachusetts Civil Rights Act, M.G.L. c. 12, § 102 and § 103; the Massachusetts Wage Statute, M.G.L. c. 149; the Massachusetts Whistleblower Law, M.G.L. c. 149, § 185; the Massachusetts Employment Security Law, M.G.L. c. 151A; the Massachusetts Fair Employment Practices Act, M.G.L. c. 151B; the Equal Pay Act of 1963, 29 U.S.C. § 206; the Family and Medical Leave Act; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et. seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et. seq.; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; and any other local, state or federal employment or

wage law, public policy, order, or regulation, and any other local, state or federal law, statute, order, public policy, or regulation affecting or relating to the claims or rights of employees.

(b) Claims for wrongful discharge, breach of express or implied contract, breach of a covenant of good faith and fair dealing, violation of public policy, defamation, retaliation, interference with contractual relations, interference with prospective economic advantage, intentional or negligent infliction of emotional distress, misrepresentation, deceit, fraud, negligence; or any other statutory or common law claim under any local, state or federal law.

(c) Employee expressly agrees and understands that the release contained herein is a GENERAL RELEASE, which means that he is releasing any and all claims or causes of action, known or unknown, and whether or not arising out of or in connection with his employment or otherwise, and any reference to specific claims arising out of or in connection with Employee's employment is not intended to limit the release of claims.

(d) Excepted from this release are any claims that cannot be waived by law, including the filing of an administrative charge of discrimination, participation in any administrative investigation with a government agency, claims under state workers' compensation or unemployment laws, and/or any other claims which by law cannot be waived, although any claims for money damages or equitable relief are expressly waived by Employee's signing of this Agreement, and Employee further waives any rights to any monetary recovery in connection with any charge or lawsuit brought with or by any administrative agency on Employee's behalf or on behalf of a group or class in which Employee may be eligible to be a member based on conduct that occurred or is alleged to have occurred prior to the effective date of this Agreement.

7. Covenant Not to Sue. In addition to the Release contained in Paragraph 5 above, Employee agrees not to sue any of the Released Parties or to become party to a lawsuit on the basis of any claim of any type whatsoever released by this Agreement or otherwise arising out of or related to his employment with and/or separation of employment from the MBTA, except that Employee may bring a claim alleging a breach of this Agreement or for matters arising after the effective date of this Agreement.
8. Acknowledgements. Employee agrees to and acknowledges the following:
 - a. By signing this Agreement, he is specifically waiving legal rights and claims.

b. He has been given a period of at least twenty-one (21) days to consider this Agreement, has read and fully understands the Agreement, and enters into it freely, voluntarily, and without coercion. He acknowledges that in the event he executes this Agreement in less than 21 days, the election to do so is knowing and voluntary. Any changes to this Agreement, whether material or immaterial, will not serve to re-start the 21-day period. This Agreement is null and void and of no further effect if he does not sign it within this 21-day period.

d. At any time during the seven (7) days following his execution of this Agreement, he may revoke his acceptance by delivering a notice of revocation to: MBTA/MassDOT General Counsel, Ten Park Plaza, Suite 3510, Boston, MA 02116.

e. He is receiving consideration to which he would not otherwise be entitled and which is being provided in exchange for signing this Agreement and agreeing to a release of claims.

f. He has the right to consult an attorney of his choice at his own expense before signing this Agreement.

g. He has returned to MBTA all keys, files (electronic and otherwise), records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, cellular phones, pagers, etc.), MBTA identification badges, and other MBTA-owned property in his possession or control.

9. Satisfaction of All Obligations. By signing this Agreement, Employee acknowledges and agrees that he is not due any other salary, wages, commissions, overtime, bonuses, vacation pay, sick pay, expense reimbursements or other payments or benefits whatsoever from the MBTA, other than as expressly provided in this Agreement.
10. Amendment. This Agreement is binding upon the parties and may not be modified in any manner, except by a document signed by both parties.
11. Validity and Nature of Agreement. If a court finds that any provision of this Agreement is illegal or invalid, the remaining terms or provisions of this Agreement will not be affected but will remain in full force and effect. Employee understands and agrees that this Agreement does not constitute an admission of liability or wrongdoing on the part of the MBTA, and that the MBTA expressly denies any liability or wrongdoing.
12. Applicable Law. This Agreement shall be interpreted and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of laws provisions.

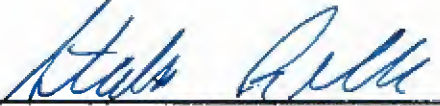
13. Miscellaneous. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one counterpart, each counterpart shall be deemed original, and, when taken together with the other signed counterparts, shall constitute one agreement, which shall be binding and effective as to both parties.

14. Complete Agreement. Employee acknowledges that the MBTA has made no promises to or agreements with him not expressly set forth herein. This is the complete and final agreement between the parties, and supersedes any offer letters or prior documents or agreements, verbal or written, including, but not limited to, the Employment Agreement. This Agreement shall not be modified in any way without the prior written agreement of both parties.

WHEREFORE, the parties have read this Agreement, have carefully considered its provisions, attest that they are fully competent to execute this Agreement, and that they fully understand and knowingly accept its terms in their entirety and without reservation.

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

By:


Stephanie Pollack, Secretary and CEO
MassDOT

11-Dec-2018
Date

EMPLOYEE:


Luis Manuel Ramirez

11-Dec-2018
Date